

# Iron County Register.

F. P. AKE, Publisher.

OUR GOD, OUR COUNTRY AND TRUTH.

TERMS—\$1.50 a Year in Advance.

VOLUME LIV.

IRONTON, MO., THURSDAY, JUNE 10, 1920.

NUMBER 2.

## The Road Bond Transaction Fully, Truthfully Set Forth.

In the County Court of Iron County, Mo.  
MONDAY, JUNE 7, 1920.

Among other proceedings, the following were had:  
In the Matter of the Sale of the County Road Bonds.

Now is presented to the Court certain questions propounded to it by the Arcadia Valley Enterprise relative to the above mentioned bond sale, together with a letter written by the Presiding Judge of this Court, addressed to said newspaper, and published therein, as follows:

"ANNAPOLIS, MO., MAY 18th, 1920.  
Editor Arcadia Valley Enterprise—

My attention has been called to several articles in your paper of late in which you ask the County Court a number of questions relative to the recent sale of the County road bonds to Wm. R. Compton Company of St. Louis.

Without inquiring into your motives for asking these questions through your paper instead of interviewing the Court, as our citizens are accustomed to do, I will say that that the Court will be in session in the near future for the purpose of making the current tax levies and at that time your questions will be considered and replied made. In the meantime, if you have any further questions you desire to ask in this matter, please formulate them so that one reply may cover all points.

The Court does not propose to enter into a newspaper controversy with any one, but is always ready to inform our citizens of the actions of the Court and the reasons therefor, and any one may have access to the Court records at any time for this purpose.

Referring to your suggestion that an audit of the books of the County be had, I am sure I speak for the Court when I say that if you have any evidence of official misconduct on the part of any of the County Officers and will present it to the Court or Prosecuting Attorney, it will not be necessary for petitions to be signed for such an audit. The Court will act without them if the proper reason be shown. In this connection I would remind you of the fact that an audit is expensive, and that the County, NOT THE STATE, must foot the bill.

Yours truly,  
ADD REESE, Presiding Judge.

And the Court, after considering the matter, doth order that the following reply be made:

### QUESTION NO. 1.

We beg to inquire of the Honorable County Court if it is necessary for the Highway Engineer to have attached his estimate of money needed in order to draw any money from the County Depository?

### ANSWER.

The Court will be guided by the law, which is plainly set out in Article VIII, R. S. 1919, in withdrawing money from the County Depository.

### QUESTION NO. 2.

Under your acceptance can you withdraw any of this money until you have furnished the Wm. R. Compton Co. with the Highway Engineer's estimate as to the funds needed?

### ANSWER.

No. And it will continue to draw five per cent interest until the first withdrawal is made. The contract with the Wm. R. Compton Co. is a public record in the office of the Clerk of the County Court and speaks for itself.

### QUESTION NO. 3.

Is the Wm. R. Compton Co. any better than the County Depository?

### ANSWER.

So far as the Court is informed there is no basis for comparison. If you mean to ask if one is better security for \$200,000 than the other we have no hesitation in saying "yes."

### QUESTION NO. 4.

It will also be noted in the above proposal that the Wm. R. Compton Co. may place, if they so desire, said proceeds on deposit with the American Trust Company, of St. Louis, without the deposit of any collateral. Is the American Trust Company of St. Louis an exception? If so, we can find it in Section 3065 as amended by Laws of 1915, page 249. But we do find that this Section states that the Depositories of all the Public Funds of EVERY KIND AND DESCRIPTION going into the hands of the County Treasurer, etc. If this is true, has the County Court complied with the law?

### ANSWER.

Yes. When the County Depository was selected there were two funds, numbered 1 and 2 respectively, neither of which comprised County Road Bond proceeds. The creation of a new fund required, in the interest of the County, that the same be deposited where security was ample, and safety assured, as well as that a good rate of interest be obtained. The Court believed, and still believes, that these requirements have been complied with. While the statement as to the American Trust Company was contained in the proposal made, nevertheless, when the funds were deposited it was done under the provision which required the deposit of collateral for the protection of the County.

### QUESTION NO. 5.

Under this proposal and acceptance would we understand that the County Treasurer can not draw a check on this fund on deposit with William R. Compton Company?

### ANSWER.

Yes. Neither can he draw checks on the County funds except in pay-

ment of warrants drawn by order of the Court.

### QUESTION NO. 6.

Now, in this issue, we beg to ask you, as public servants of the taxpayers of this County, don't you think that it is only just and fair that these questions should be answered, that the people of this County know the truth?

### ANSWER.

Had your questions ever been submitted to the Court they would have been answered, as you very well know. Instead of asking the Court, you have avoided doing so, and have elected to publish your questions in your paper. It is only by accident that they were ever brought to our attention. They are answered here, as those of any other citizen would be answered.

### QUESTION NO. 7.

In calling a special election to vote on the proposed Bond Issue, isn't it true that you asked the Judges and Clerks at each precinct to serve free of charge that the County might save as much money as possible? We are glad to know that some have such a great interest in saving our County money.

### ANSWER.

Yes, but the Judges and Clerks were also advised that if they were not disposed to render this gratuitous service they would be paid the fee allowed by law for such service. In addition to that the Court felt at time of the sale of the bonds that it also should save as much money as it could for the County and that it would not be properly treating those patriotic citizens of Iron County who rendered gratuitous service as Judges and Clerks of Election to cause the proceeds of the sale of the bonds to be deposited in the Bank of Arcadia Valley at 2 3/4 per cent interest when they could be deposited elsewhere at 5 per cent, as has been done. The Court knows of no reason, legally, equitably or economically why it should give the Bank of Arcadia Valley \$4,000 of the tax-payers' money.

### QUESTION NO. 8.

But, on the other hand, we beg to inquire of the Honorable County Court how much they allow the County Clerk for Deputy hire? Of course, we can find this in the County Financial Statement, but we would rather you would answer, so that the taxpayers might know, as some did not get a copy of the statement.

### ANSWER.

We allow the County Clerk \$1100 per annum for deputy hire; \$800.00 for regular deputy and \$500.00 for extra help as authorized by Section 1, page 703, Laws of 1913. Considering the nature and extent of the work involved, competent and fair-minded men will agree that this amount is not even fair compensation for the service rendered. The financial statement of the county was published in full and those who did not get a copy might have done so.

### QUESTION NO. 9.

We would like to know what county official or officials are under bond for the money paid to this County by Wm. R. Compton Co. for the \$200,000 road bonds sold?

### ANSWER.

The Treasurer. You have failed to grasp the idea that the Wm. R. Compton Co. is a Special Depository for these funds under our agreement, and that the Treasurer transacts business with them on the same principle that he does with the County Depository.

### QUESTION NO. 10.

We will ask, under the Laws of this State, if the Hon. County Court can draw a warrant on any other than the County Treasurer for the funds belonging to this County?

### ANSWER.

No, and the Court does not propose to do so.

### QUESTION NO. 11.

Isn't it true that when you advertised for bids on the County monies that you advertised it under a law that had been repealed for several years?

### ANSWER.

No.

### QUESTION NO. 12.

In the proposal of Wm. R. Compton Company and your acceptance of the sale of the \$200,000 Iron County Road Bonds, it states that the proceeds are to be withdrawn by you only as actually needed and withdrawals are to be made by you by drafts on Wm. R. Compton Company signed by the Presiding Judge and Clerk of the County Court, accompanied by County Highway Engineer's estimate as to the funds needed. Are the Presiding Judge and Clerk of the Court of Iron County under bond for this money?

### ANSWER.

No. Again you fail to understand that withdrawals are to be made by the Treasurer, acting under the orders of the Court, in the same manner as other funds are withdrawn.

### QUESTION NO. 13.

Have you any right to draw a warrant on any other than the County Treasurer for the money belonging to Iron County?

### ANSWER.

No, and this Court does not propose to assume any such right.

### QUESTION NO. 14.

Are we to understand that the Prosecuting Attorney of Iron County advised the County Court of Iron County that the proposal and acceptance complied with the Law regarding Funds of this County?

### ANSWER.

Yes, and we have every reason to believe his advice is sound.

### QUESTION NO. 15.

Are the people of Iron County to understand by placing the proceeds from the sale of the \$200,000 Iron County Road Bonds on deposit with the Wm. R. Compton Company that you haven't any regard for your contract made with the County Depository for the Funds of Iron County?

### ANSWER.

No, we have a profound regard for our obligations with whomsoever made. Our agreement with the Bank of Arcadia Valley does not cover this fund.

### QUESTION NO. 16.

Isn't it true that the Clerk of the County Court of Iron County had received letters from different men or bond houses, asking when the bonds would be sold, as they wanted to bid on same?

### ANSWER.

No. It is true, however, that he received a number of questionnaires from bond dealers, containing lists of questions, relative to the issue. These were not answered because no date had been set for the sale.

### QUESTION NO. 17.

We beg to ask the Honorable County Court if any of these letters were presented to them before the sale of these bonds?

### ANSWER.

The Court was fully informed of what had been received.

### QUESTION NO. 18.

Is it or is it not true that the Clerk of the County Court of Iron County made delivery and closed the deal with Wm. R. Compton for the \$200,000 road bonds?

### ANSWER.

Absolutely untrue. The Court closed the deal and the Clerk delivered the bonds to the purchaser by direction of the Court, as the County Treasurer was ill and unable to attend to the matter.

### QUESTION NO. 19.

Under the laws of this State wasn't it the duty of the County Treasurer to deliver and collect for these bonds, and the law provides what he shall do with this money?

### ANSWER.

While the law requires that the bonds be sold by the Treasurer in pursuance of an order of Court it does not specify that he shall make personal delivery of same. The proceeds were duly and legally deposited and a proper receipt obtained.

### QUESTION NO. 20.

Isn't Wm. R. Compton, president of the Compton Company, as well as of the American Trust Company, of St. Louis, Missouri?

### ANSWER.

We understand that he is. In that connection we will state that Mr. Compton is one of the best, most reliable and substantial business men of the middle west.

### QUESTION NO. 21.

We would like to know if any of the school monies of this County were ever used for any other purpose than that they were collected for and then repaid when the taxes were collected?

### ANSWER.

Yes, under Section 10353 R. S. of Missouri. This resulted in the prompt payment in full of county warrants, which bore interest at 6 per cent. The school funds were reimbursed when the funds became available and the accrued interest went to the schools. Prior to this action the creditors of the county had sold their warrants at a discount, and said discount, plus the interest, became profit to certain persons who purchased the warrants. It has not been necessary for the County to avail itself of this Section since 1917.

### QUESTION NO. 22.

What is allowed the County Highway Engineer per mile for surveying the proposed highway?

### ANSWER.

The County allows nothing, but the Highway Engineer is under contract to perform this work at the rate of \$100 per mile, payable by the State of Missouri, in accordance with Section 8 of the McCullough-Morgan road law. His contract is on file with the Division Highway Engineer at De Soto and a copy may be obtained on application to that officer.

### QUESTION NO. 23.

When is the County to get any State or Federal aid for the building of the roads in this County?

### ANSWER.

These funds have been set aside by the State Highway Department and its action approved by the Federal Bureau of Public Roads. The construction will be under the supervision of the State Highway Department and the State and Federal monies are not paid to the County, but will be

expended at the roads therein. The County will only pay its pro rata share cost, upon estimates approved by the State Highway Engineer.

### QUESTION NO. 24.

Don't you think that every Judge and Clerk that served in the Special Election, bonding this County for \$200,000 should be paid, in view of what has been done?

### ANSWER.

No. The men who served gratis did so from a sense of duty and a desire to serve their County. The Court does not care to offer them a gratuitous insult, but does believe they are to be commended by all good citizens. If you will refer to Question 7 you will find that those who were unwilling to serve gratis had only to file claim for pay, as any other creditor.

### QUESTION NO. 25.

Wasn't it true that bonds of this kind were selling around par and at a premium about the time our bonds were sold?

### ANSWER.

No, not five per cent road bonds coupled with a contract, such as we have, for 5 per cent interest on the proceeds of the sale. We would have secured par from the Compton people by accepting a lower rate of interest on the money, but that would have been of no advantage to the County.

### QUESTION NO. 26.

Isn't it true one or more of our citizens had told one of the members of the County Court that they wanted to bid on these bonds when same were to be sold?

### ANSWER.

No member of the Court has any recollection of such a conversation.

A review of the questions submitted discloses a strange, if disinterested, solicitude for the welfare of the County Depository, as well as a desire on your part to show that the Court has acted from unworthy motives and in violation of the law.

While we cannot hope to escape all adverse criticism for our acts we desire to deserve as little as possible and believe that most citizens will approve our course when shown the following facts:

1. The actual sale of the Road Bonds had not been decided upon prior to the meeting of the Court on December 31st, 1919, hence there had been no advertisement of the same. Neither does the law require it.

2. The Court was informed as to the current prices being offered for like securities and of the downward trend of the bond market. In fact, there was published on that day an account of the sale of Road Bonds in an adjoining County, so that when the proposition was submitted by the William R. Compton Company the Court saw at once that the price offered (98) was particularly good, especially when taken in connection with the proffer of 5 per cent interest on the funds, and in view of the situation the Court believed that the offer made was one that should be accepted and thereupon closed the deal. The whole transaction was conducted in open Court. It has developed that no such price could be had at any time since. Several Counties have been unable to obtain even the minimum price of 95 prescribed by law and have therefore not been able to sell their bonds at all. Everybody appears to be well satisfied with the bond sale with the exception of the Enterprise and the Bank of Arcadia Valley.

3. The Court has not discriminated against the County Depository in any particular. The Bank of Arcadia Valley was selected and designated a Depository for County Funds No. 1 and 2 and has no contract with the County covering the Road Bond Fund.

4. You seem to think the Treasurer should have deposited this Fund with the County Depository, but if this had been done the tax-payers of the County would have lost and perhaps that Bank would have gained the neat sum of \$440,000 in a single year. This is shown by a simple calculation as follows:

5 per cent on \$196,000 amounts to \$9,800  
2 3/4 " " on \$196,000 " 5,390

Loss to the County.....\$4,410

or more than the amount of so called "discount" when the bonds were sold. It is not believed that our citizens would approve such a donation of their funds even if the Court had the power to order it and acting upon that belief the Court has recently refused a demand made by that Bank to have said funds transferred to it.

5. We understand it to be the duty of the County to guard the interest of the County as far as possible and at the same time comply with the law. This we have endeavored to do, in the matter of the Road Bond money as in all other affairs. The action which you attempt to criticize was and is to the financial advantage of the tax payers of Iron County and we have no apologies to offer.

As you have already been notified by Judge Reese this Court does not propose to engage in a newspaper controversy, therefore, if you have any further questions to ask please present them in person to the Court when it is in session.

ADD REESE,  
WM. SUTTON,  
S. A. TRASK,  
Judges of the County Court.

For Sale—Ford Touring Car in good condition, equipped with demountable rims. A. P. SCHAEFER, Ironton.

## SPECIAL

# One-Day Sale SATURDAY JUNE 12

## 129 "KWIK LITE" FLASH LIGHTS, COMPLETE

with Battery and Bulb. Your choice in Nickel-Plate Finish, Gun Metal Finish or Black Metal Finish.

As this is a VERY SPECIAL SALE, and the supply of "Kwik-Lites" very limited, come early!

Dealers will not be allowed to buy these "Lites."

Only One of each type to a purchaser. We cannot accept Mail or Telephone Orders.

EVERY "LITE" GUARANTEED.

The Regular Prices run from \$1.50 to \$3.00.

SALE PRICE, \$1.29

I. E. WHITWORTH.

### Goodwater Items.

Farmers have been very busy, and crops are looking fine.

Herbert Scott visited relatives at Boss last Sunday.

Mr. Wm. Carl, who has been in bad health, is much improved.

R. B. Carl went to Poplar Bluff and St. Louis last week to get some repairs for his engine, but the price was so high, he did not buy.

Mrs. Saphrona Crocker and daughter, of St. Louis, are visiting relatives here.

Mr. J. M. Lucas bought a new Ford car, also Mrs. Jennings.

The new M. W. of A. Camp at Doyle is starting in good. Your correspondent attended lodge there Wednesday night.

We certainly enjoyed the editor's letter in last week's paper. Its to be hoped that he may yet round out several more years.

L. W. S.

### Neal's Creek Items.

We still have wet weather.

The farmers have finished planting corn. The meadows do not look very promising.

Mr. and Mrs. Isaac Clements and family spent Sunday with Mr. and Mrs. Med Brooks at Doyle.

J. B. Parks and family visited A. J. Stricklin's Sunday.

Mr. and Mrs. S. P. Stricklin visited at the home of their daughter, Mrs. W. A. White, Sunday.

Miss Rebecca Stricklin spent Sunday with Miss Lola Jones.

Mr. and Mrs. Emmett Jones visited on Neal's Creek Saturday.

Miss Mae Crocker of Doyle spent Saturday night and Sunday with home folk.

Born—To Mr. and Mrs. A. Barton, May 12th, a boy; also to Mr. and Mrs. W. T. Parks, May 24th, a son.

DEW DROP.

### Weather Report.

Meteorological Report of Cooperative Observer at Ironton, Iron County, Mo., for the week ending Monday, May 31, 1920:

Days of Week.	Day of Month.	Temp'ture		Precipitation
		Highest	Lowest	
Tuesday.....	25	81	61	
Wednesday.....	26	83	54	
Thursday.....	27	82	58	
Friday.....	28	80	60	
Saturday.....	29	77	58	.24
Sunday.....	30	80	61	.15
Monday.....	31	74	60	

NOTE.—The precipitation includes rain, hail, sleet and melted snow, and is recorded in inches and hundredths. Ten inches of snow equal one inch of rain. "T" indicates trace of precipitation. ARCADIA COLLEGE Observer.

### Mathews.

(Hicksville, Ohio, Tribune.)

Comparatively few people today reach their allotted time of three score years and ten. Had Mrs. Harriette E. Mathews lived 18 days more she would have been 82 years old. She was born in Washington County, Missouri, and died at the home of her daughter, Mrs. F. D. Belknap. She was one of a family of eight children, having five brothers and two sisters all of whom preceded her in death. She was united in marriage Oct. 22, 1837 to Dr. H. E. Mathews who died Dec. 24, 1875. She was the mother of eight children, three of whom preceded her in death. She had the responsibility of raising and caring for the children. She leaves four sons and one daughter, E. E. Mathews of St. Louis, W. L. Mathews of Bunker, Missouri, H. D. Mathews of Poplar Bluff, Missouri, C. C. Mathews of Bismarck, Missouri, and Mrs. F. D. Belknap of Hicksville. One remarkable thing about her sons is noted in the fact that none of them have ever married. She united with the Presbyterian church early in life and remained a faithful member until death. Funeral services were held at the home of her daughter by Rev. A. R. Hendrickson, assisted by Rev. J. W. Lilly, and interment made in Forest Home cemetery.

MR. HOTSON COMES TO THE FRONT

Tells His Friends and Neighbors of His Experience.

Every Ironton resident should read what Mr. Hotson says, and follow his example. He has used Doan's Kidney Pills and speaks from experience. Is there any need to experiment with imitations or untried kidney medicines?

R. Hotson, Russell St., Ironton, says: "I suffered severely from kidney trouble four years ago. When the kidney secretions were passing, they pained terribly and I had aches through my sides, hips and over my kidneys. I used Doan's Kidney Pills and they relieved the aches and pains."

Nearly five years later Mr. Hotson added: "Doan's Kidney Pills always help me when my kidneys get out of order and they are the best kidney medicine I have ever taken. I am always glad to recommend them."

Price, 60c at all dealers. Don't simply ask for a kidney remedy—get Doan's Kidney Pills—the same that Mr. Hotson had. Foster-Milburn Co., Mfrs., Buffalo, N. Y.—Adv.

### FOR SALE.

One 1920 Ford Touring Car, Electric Lights and Starter. Good condition.

One 1918 Ford Touring Car, good mechanical condition; new tires.

LINUS R. WHITE, Box 302, Ironton, Mo.